

LAW OFFICES OF
BATZELL, NUNN & BODE

ELMER E. BATZELL (1917-1969)
ROBERT G. NUNN, JR. (1917-1975)
WILLIAM H. BODE
WILLIAM C. LANE, JR.

FILE IN DOCKET

1523 L STREET, N.W.
WASHINGTON, D.C. 20005

TELEPHONE: 393-8836
AREA CODE 202
CABLE: ROBEL

6-128A031

No.

Date **MAY 7 1976** May 5, 1976

Fee \$ 50.00

RECORDATION NO. 21-13-B Filed & Recorded

MAY 7 1976 10 15 AM

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee, Recordation Clerk
Room 1227
Interstate Commerce Commission
12th and Constitution Avenue, N. W.
Washington, D. C.

Dear Ms. Lee:

Please find enclosed the original and two copies
of a mortgage of vessel entered into between:

Beker Industries Corp.
124 West Putnam Avenue
Greenwich, Connecticut 06830,

mortgagor, and

The Boswell Oil Company
Central Trust Tower
Cincinnati, Ohio 45202,

mortgagee; the property subject to such mortgage being
the steel tank barge CG 005603 TGS 12, and all appur-
tenances thereto.

Please also find enclosed a check in the amount
of fifty dollars (\$50), payable to the Interstate Com-
merce Commission, covering the fee imposed for the
recordation of this mortgage.

Please record same and return one copy, bearing
the stamp of your office to the undersigned.

Very truly yours,

William C. Lane Jr.

William C. Lane, Jr.

WCL:mjt

Enclosures

Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

5/13/76

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **5/7/76** at **10:55am** and assigned recordation number **W-13-B**

Sincerely yours,

Philip David
Secretary

Encl.

Form SERS 30
(Rev. 1970)

REGISTRATION NO. W-13-B Filed & Recorded

MAY 7 1976 10 00 AM

MORTGAGE OF VESSEL

INTERSTATE COMMERCE COMMISSION

Assignment. The undersigned, Beker Industries Corp. ("Beker"), a Delaware corporation, owner of the low-profile steel tank barge CG005603 (TGS 12), being justly indebted to The Boswell Oil Company ("Boswell"), an Ohio corporation, in the sum of \$96,250 for money this day lent to the undersigned by Boswell, for the purpose of securing the payment of the said debt does hereby grant, bargain, sell, assign, and mortgage unto Boswell, its successors and assigns, all of said barge, together with all the cables, chains, rigging, tackle, apparel, and all other necessities thereunto appertaining and belonging.

To have and to hold the said barge and all the other before-mentioned appurtenances unto Boswell, and to its successors and assigns, to its sole and only proper use and benefit, and to that of its successors and assigns, forever:

Proviso for Payment. Provided, always, and the condition of these presents is such, that if Beker, its successors or assigns, shall pay or cause to be paid to Boswell, its successors or assigns, the debt aforesaid, before January 2, 1977, then these presents shall be void and of no effect; otherwise to remain in full force and effect.

Covenants of Mortgagor. Beker, its successors and assigns, do covenant with Boswell, its successors and assigns, as follows: To pay the aforesaid debt, at the time hereinbefore mentioned; not to sell or attempt to sell the said barge or appurtenances of

any part thereof; not to suffer the same to be levied upon or taken by virtue of any attachment or execution; not to remove or attempt to remove the same beyond the limits of the United States; not to suffer any second mortgage to be placed upon said barge without the consent of Boswell; not to make or suffer any waste, damage, or destruction thereof, or any act whereby the insurance hereinafter mentioned would be liable to be vitiated or forfeited; to keep the said barge insured against loss or damage by fire, and against all marine risks and disasters, in a company or companies approved by Boswell, for an amount equal at least to the amount which shall remain unpaid upon the said indebtedness, and to assign or deliver promptly to Boswell as collateral security for the payment thereof all policies of insurance thereon and all renewal certificates thereof, having first obtained the consent of the company or companies to any such assignments; that in the event of any failure to effect and pay for such insurance, Boswell, its successors or assigns, may effect and pay for the same, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt.

Power of Sale. But if default shall be made in the payment of the said debt or sums of money, or any part thereof, or in the prompt and faithful observance or performance of any of the covenants on the part of Beker herein contained, or if

Boswell shall at any time reasonably deem itself in danger of losing the said debt or any part thereof by delaying the collection thereof until the expiration of the time above limited for the payment thereof, then and in either or any such event Boswell, its successors or assigns, are hereby authorized to take possession of the said barge and appurtenances, wherever found, at any time, either before or after the expiration of the time aforesaid, and to sell and convey the same, or so much as may be necessary to satisfy the said debt, including reasonable expenses of such sale, after giving at least 30 days' notice of such sale to Beker by publication in some newspaper published in Cincinnati, Ohio and by mailing a copy of such notice to Beker, and to execute and deliver a sufficient bill of sale in order to transfer the same to the purchaser or purchasers, retaining the amount of the said debt, and expenses, and returning the surplus, if any, to Beker, its successors or assigns; its being hereby agreed that at any such sale Beker and Boswell, and their respective successors or assigns, may become the purchaser or purchasers.

Possession of Mortgagor. Provided, always, that it shall be lawful for Beker, its successors or assigns, to retain possession of the said barge and at its own expense to use and enjoy the same until the said indebtedness shall become fully due, unless Boswell, its successors or assigns, shall declare this mortgage

forfeited for nonperformance of any of the covenants herein contained or by virtue of any authority hereby conferred.

IN WITNESS WHEREOF, Beker Industries Corp. has caused this Mortgage of Vessel to be executed and sealed this 26th day of *April*, 1976.

BEKER INDUSTRIES CORP.

By *C. S. Hiltunen*

Vice President

ATTEST:

J. Anderson
Secretary

REGISTRATION NO. 74-13-B Filed & Recorded

MAY 7 1976 10 55 AM

MORTGAGE OF VESSEL

INTERSTATE COMMERCE COMMISSION

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By

C. S. Kiliuski

Vice President

ATTEST:

[Signature]

Secretary